

STATE OF LOUISIANA  
UNIVERSITY OF LOUISIANA AT LAFAYETTE  
LAFAYETTE, LOUISIANA 70504

(A Member of the University of Louisiana System)

REQUEST FOR PROPOSAL  
FOR SECURITY SYSTEM EXPANSION, INTEGRATION, MAINTENANCE AND  
MONITORING SOLUTIONS FOR THE UNIVERISTY OF LOUISIANA AT  
LAFAYETTE CAMPUS, LAFAYETTE, LA...

ISSUING AGENCY:	The University of Louisiana at Lafayette Purchasing Office Martin Hall, Room 123 104 University Circle P.O. Box 40197 Lafayette, LA 70504-0197
ASSISTANT DIRECTOR OF PURCHASING:	Lark Chartier lark@louisiana.edu Phone: (337) 482-6243
RFP COORDINATOR:	Joey Sturm, Chief of Police Phone: (337) 482-6449 Fax: (337) 482-6451
PRE-PROPOSER CONFERENCE DATE:	June 20, 2012 - MANDATORY FOR ALL PROPOSERS*
PRE-PROPOSER CONFERENCE TIME:	3:00 p.m., Central Standard Time
CONFERENCE LOCATION:	The University of Louisiana at Lafayette Counseling and Testing Center Conference Room 220 Hebrard Blvd. Lafayette, LA 70504
PROPOSER INQUIRY DEADLINE DATE:	July 3, 2012
INQUIRY RESPONSE DEADLINE DATE:	July 12, 2012
RFP FILE NO.	File 12016
RFP RETURN DATE:	July 24, 2012
RFP RETURN TIME:	2:00 p.m., Central Standard Time

(\*) Failure to be represented at the mandatory pre-proposer conference shall cause rejection of the proposal without further consideration.

## **TABLE OF CONTENTS**

### **DOCUMENT ORDER**

General Information  
Instructions to Proposers  
The Solution  
General Conditions  
Insurance Requirements  
Pertinent University Information  
Proposal  
Proposal Response Form  
Indemnification Agreement

## **GENERAL INFORMATION**

### **OVERVIEW**

The University of Louisiana at Lafayette (hereafter referred to as the “University”) located in Lafayette, LA desires to seek solutions with a qualified Proposer(s) for the operation of the University’s existing and proposed security systems to include a full integration of all existing and proposed new cameras, access control, emergency call box stations, burglar/intrusion alarms, fire alarm systems using the existing software platform and existing recording equipment as well as the expansion of the software licensing to accommodate the addition of equipment and integration of the entire system. This proposal should also include any existing monitoring command and control equipment and the addition of said equipment for full integration and monitoring both by the contractor and the head end (CENTRALIZED MONITORING/RECEIPT OF ALERTS) at the University and include all the necessary electrical and fiber runs. Existing electrical and fiber runs may be used where systems are currently in place; however, some existing equipment must be replaced. A key component of the RFP must be the use of “Black/Blank Screen” monitoring using video analytics where appropriate throughout the campus while simultaneously integrating all of the aforementioned security systems onto one platform.

\*Exception would be the New Iberia Research Center (NIRC) that would be a localized standalone system accessible via the intranet created for NIRC.

### **CURRENT SECURITY SYSTEMS IN PLACE**

Threat and Vulnerability Security Assessment: Appendix H- Building Diagrams with Current and Proposed Security Systems and Appendix O- Totals by Building/Area

See attachments. The attachments will be provided to the proposer(s) upon agreement and return of a Non-Disclosure Agreement with the University regarding said documents. The Non-Disclosure Agreement will be made available at the mandatory pre-bid meeting as well as by contacting the RFP Coordinator.

### **CURRENT SOFTWARE IN PLACE**

Lenel access controls with the use of Lenel/Skypoint platform for CCTV management. The successful vendor shall continue with this software platform with the expansion of the system(s).

### **CURRENT RECORDING IN PLACE**

Localized NVR and DVR placement on fiber network- IP Addressable cameras and analog cameras. (NOTE#: All analog cameras to be replaced by digital cameras with quality of picture to allow for visual recognition of facial features in the majority of areas).

### **CURRENT NETWORK IN PLACE**

Network connectivity will be provided by the University to each specific building location/area.

### **PROPOSED ADDITIONAL SECURITY EQUIPMENT AND SYSTEMS**

Threat and Vulnerability Security Assessment: Appendix H- Building Diagrams with Current and Proposed Security Systems and Appendix O- Totals by Building/Area

The attachments will be provided to the proposer(s) upon agreement and return of a Non-Disclosure Agreement with the University regarding said documents. The Non-Disclosure Agreement will be made available at the mandatory pre-bid meeting as well as by contacting the RFP Coordinator.

## **INSTRUCTIONS TO PROPOSERS**

### **PURPOSE**

This Request For Proposal (RFP) sets forth requirements and criteria of the University. The contents of this RFP and the Proposer / Contractor proposal response shall become contractual obligations if a solution is accepted. The RFP, proposal response and any resulting contract shall be governed under the laws of the State of Louisiana.

### **GOVERNING REGULATIONS**

This solicitation is performed in conjunction with Louisiana Revised Statute 17:3361(A) to a qualified proposer for the operation of the integrated security systems on the University's campus. Qualified proposer to submit solutions to add to the current system and maintain said system to include monitoring.

### **PROPOSAL RESPONSE FORM**

All proposals shall include the proposal response forms provided in the RFP. The proposal response form for signature must be properly signed in ink by an officer of the proposing entity authorized to sign the proposal. Any alterations of the proposal response form or foreign conditions attached thereto may result in rejection of the proposal.

### **CORRECTION OF MISTAKES**

Erasures, write-overs, corrections or other changes in the proposal are to be initialed by the proposer. Failure to do so may result in rejection of the proposal without further consideration.

### **NUMBER OF COPIES**

THE ENTIRE RFP SHALL BE REQUIRED TO BE RETURNED WITH THE PROPOSAL RESPONSE. The Proposer shall submit one (1) original (clearly labeled as original) signed proposal and the proposer shall submit six (6) photocopies of the original proposal response. The proposer shall be responsible for duplicating and retaining any proposal forms and responses for personal record.

### **REJECTION OF PROPOSALS**

The University reserves the right to reject any and all proposals, and to waive any informality. Incomplete, illegible, partial, or informal proposals may be rejected.

### **SEALED PROPOSAL**

The entire proposal response shall be submitted, sealed in the special envelope furnished for that purpose by the University's Purchasing Office. The name and address of the proposer shall appear on the outside of the proposal response envelope or container. The proposal response envelope/s or container/s shall clearly identify the proposal and scheduled return date and time.

Note: In the event the proposal contains bulky subject material, the special envelope provided will be firmly attached to the mailing package and should refer to:

University of Louisiana at Lafayette File NO: **12016**  
Due Date for Receiving Proposals: **July 24, 2012 2:00pm**

### **PROPOSALS BINDING**

All formal proposals shall be binding for a minimum of One Hundred Twenty (120) calendar days and shall not be withdrawn after the specified return date.

## **PROPOSAL CONFIDENTIALITY**

All Proposers are hereby warned that any part of their proposal sent to the University's Purchasing Office will become property of the University upon receipt. All proposals shall become a matter of public record. Any information considered confidential shall not be included in the proposal response.

## **PROPOSALS DUE**

Proposers shall be responsible for the timely delivery of the proposal by the RFP return deadline. Proposals received after the specified time and date will not be considered, whether delayed in the mail or for any other causes whatsoever.

Proposals may be withdrawn by the proposer upon written or fax request prior to the designated time for return of proposals. Withdrawal notification must be by signature and received by the University's Purchasing Department prior to the designated deadline for return of proposals.

## **DELIVERY OF PROPOSALS**

Each proposal response shall be time-recorded upon its delivery by Purchasing Department personnel. The proposer or its agent may hand deliver the proposal and the deliverer should request a written receipt of its delivery. Or the proposer may deliver the proposal by an express carrier securing the signature of the person accepting delivery. Or the proposer may mail the proposal by registered or certified mail return receipt requested.

The address for mailing proposals:                      University of Louisiana at Lafayette  
Purchasing Office  
P. O. Box 40197  
Lafayette, LA 70504-0197

For hand delivered or express proposals:              University of Louisiana at Lafayette  
Purchasing Office  
Martin Hall, Room 123  
104 University Circle  
Lafayette, LA 70504

## **PROPOSER INQUIRIES**

No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussion with any state/university employee. Only those transactions which are in writing, signed by the President of the University or his designee, shall be considered as valid.

Inquiries concerning the RFP shall be submitted in writing and faxed or emailed to the Assistant Director of Purchasing.

Inquiries shall be in written form and signed by the inquirer, and received no later than the time and date designated herein. Answers to inquiries that change or substantially clarify the RFP shall be issued in the form of addendum to all known to have received a complete set of documents.

## **PROPOSAL COST INCURRED**

This solicitation does not commit the university to award a solution and the university shall not be responsible for any costs incurred by any proposer in the preparation of any proposal.

## **PRE-PROPOSER CONFERENCE**

A \* MANDATORY \* pre-proposer conference shall be conducted for the benefit of all proposers on the date and time specified on the cover of the RFP. Proposers shall assemble in the designated location on the University of Louisiana at Lafayette's campus on the date and time specified and the proposer should allow sufficient time to participate in the entire pre-proposer conference. No other arrangements shall be made for any proposer unable to

attend on the date and time specified. Failure to be represented at the mandatory pre-proposer conference shall result in rejection of the proposal without further consideration.

## **QUALIFICATION OF PROPOSER**

The university reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any proposer to perform the services. The Proposer shall furnish all information and data for this purpose as the university may request. The unreasonable failure of any proposer to promptly supply information in connection with an inquiry may be grounds for non-responsibility.

## **PROPOSAL GUARANTEE**

Each proposer shall furnish a proposal guarantee in the form of a bond from a surety licensed to conduct business in the State of Louisiana and it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide. A proposal deposit in the form of a certified check or cashier's check made payable to The University of Louisiana at Lafayette may be submitted in lieu of a bond. The proposal guarantee shall be in the amount of Twelve Thousand Five Hundred Dollars (\$12,500) and must accompany proposal.

The proposal guarantee shall be subject to forfeiture for failure on the part of the successful proposer (a) to satisfy any proposal requirements, or (b) to furnish any required performance guarantees or insurance verifications, or (c) to execute the solution within the time stipulated after official notification is made by the university.

The university shall have the right to retain the proposal guarantee of all proposers until either (a) the successful proposer has satisfied all RFP requirements and the solution has been executed, or (b) all proposals have been rejected. Only proposal guarantees in check form will be returned to proposers.

## **PERFORMANCE GUARANTEE**

The university shall require the successful proposer to furnish a Performance Bond in the amount fifty percent (50%) of the total bid, made payable to the University of Louisiana at Lafayette. The performance bond shall automatically be extended annually by the surety or insurance company after the initial term of the solution.

The surety or insurance company furnishing the performance and payment guarantee shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

The bonds shall secure for the university the prompt and faithful performance of the proposer in strict accordance with the solution.

## **CERTIFICATE OF AUTHORITY**

The successful proposer shall furnish a photocopy of the company's authority to do business in the State of Louisiana pursuant to Louisiana Revised Statute 12:301. If proposer does not presently possess such Certificate of Authority, then the proposer should with urgency contact the Louisiana Secretary of State Corporations Division (225-925-4704) regarding application. Application process may take several weeks to secure certificate and time is of the essence.

## **NEGOTIATIONS**

The university may enter into negotiations with one (1) or more proposers in an effort to arrive at an award determination. The resulting solution shall be based on the submitted proposal and the negotiations concerning it. Should negotiations stall between the university and the first selected proposer, the university reserves the right to break-off negotiations with first selected proposer and begin negotiations with the second selected proposer. The university reserves the right to continue with the third then fourth selected proposer if negotiations stall with the previously selected proposers.

The determination of when negotiations between the university and a selected proposer have stalled and negotiations are to be discontinued with such proposer and begun with another proposer, are at the sole determination and discretion of the university.

## **THE SOLUTION**

### **GOALS OF THE SOLUTION**

The University of Louisiana at Lafayette has placed the following aspects of the integration of the security systems operation in priority preference.

1. First and foremost the goal is to integrate the security systems (cameras; access control; alarms- fire, burglar, emergency call boxes) and enable the system to communicate from the monitoring station to campus law enforcement and mobile laptops in police cars via the University's Virtual Private Network (VPN). The University's goal is to provide an integrated security system that will aid in proactive law enforcement response with the goal of preventing crimes from occurring thereby creating a safer and more secure environment for the University community. Exception would be the New Iberia Research Center (NIRC) that would be a localized standalone system accessible via the intranet created for NIRC.
2. The second is the quality of the replacement of existing cameras owned by the University and selected cameras for proposed coverage. All cameras should be IP addressable and where applicable megapixel cameras should be used.
3. The vendor shall provide video analytics to camera locations where appropriate and needed in support of the goal of recognizing and responding to crimes in progress versus the philosophy of using recorded video for forensic review.
4. Customer service is a high priority. The University seeks a security integration provider with a highly motivated and customer centered management team that is passionate about the quality of the end product as well as delivery. The management team and level of appropriate staff is the cornerstone to the success of the total program.
5. Evaluate the University's current locations and future locations proposed for access control placement. Evaluate, recommend and provide for a command and control center on the campus to handle any alerts/response and/or retrieval of information for forensic review to aid in investigation of incidents. Provide a capital outlay plan that encompasses a flexible proposal for a total campus integrated security system delivery solution.
6. The plan may include design, development, financing models, renovation, and new construction to provide a state-of-the-art integrated security management system complementing the mission of the university. The plan should be innovative, vigorous, imaginative and realistically mindful of resource limitations of the university and its students.

### **GENERAL PROVISIONS OF THE SOLUTION**

The proposer will provide a detailed plan and program for the existing systems, proposed new equipment and needed network as well as the integration of the systems: replacement of analog cameras, proposed location(s) for and placement of additional equipment to be provided by the vendor, video analytic solutions and placement, 24/7/365 monitoring services to include options for both vendor and University to monitor, a

maintenance/equipment replacement plan as needed to ensure continuity of security system operations, a 24/7/365 emergency maintenance plan for when systems go down, consolidation, integration and operation of all burglar/intrusion alarms, fire alarms, and emergency call boxes.

## **GENERAL CONDITIONS**

### **ACCESS TO RECORDS**

The Contractor agrees that the University and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of the Contractor relating solely to this proposal and any resulting solution agreement.

### **ACCIDENTS**

The Contractor agrees that in the event of any accident of any kind and degree, the Contractor will immediately notify the University's Police Department (337-482-6447) and thereafter furnish a full written report of such accident.

### **ASSIGNMENT**

The solution or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the University. Any attempted assignment under the solution shall be void and of no effect.

### **AGREEMENT**

The selected solution, and any properly executed amendment thereto, the Request for Proposal, and the Proposer's response shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

In the event of any inconsistent provisions, the solution (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP and then by the terms of the Contractor's proposal.

The Contractor shall execute a solution with the University, in a form prescribed by the University, no later than fifteen (15) calendar days of University notification to execute the solution.

The solution shall not be modified, altered, or changed except by mutual agreement amended in writing by the authorized representative of each party to the solution.

### **SOLUTION EXTENSION**

The request for proposal shall be based on a term of one (1) year, with the option to extend by mutual agreement of the parties for four (4) additional one year (1) periods. All solution extensions shall require approval of the ULS Board of Supervisors and shall be on such terms and conditions, as the Board shall require including any additional proposed solution payment and/or investment in solution facilities as may be permitted by law.

### **COPYRIGHTS AND PATENTS**

The Contractor shall indemnify and hold harmless the State, the University, its officers, agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the solution agreement of which Contractor is not the patentee, assignee, or licensee.

### **DISPOSAL OF NON-HAZARDOUS MATERIALS -HAZARDOUS MATERIALS**

The Contractor shall at all time keep the premises free from accumulations of trash, waste materials and debris caused by its employees or its operations. Removal of all trash, waste materials and debris generated by operations shall be disposed of in receptacles provided at designated locations.



## **EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall be an equal employment opportunity employer. The Contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, sex, sexual orientation, age, national origin, handicap, disability, veteran status or any other factor prohibited by law.

## **FORCE MAJEURE**

Both parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such performance shall not be considered a breach of the solution.

## **GOVERNING LAW**

The solution, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana.

If any provision of the solution, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the solution or the validity or enforceability of the solution.

## **HAZARDOUS WASTE GENERATION**

In the event the Contractor produces "a hazardous waste" as defined by the Department of Natural Resources Hazardous Waste Division of the State of Louisiana, then the Contractor shall be designated as the "generator" of such waste. The liability of hazardous waste disposal shall rest with the Contractor and not the University.

## **INDEMNIFICATION AGREEMENT (HOLD HARMLESS)**

The Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, the University, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by Contractor as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

## **INDEPENDENT CONTRACTOR**

All of the Contractor's employees furnishing or performing services under the solution agreement shall be deemed employees solely of the Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the university. The Contractor shall perform all services as an independent contractor and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the contractor with respect to third parties shall be binding on the university.

## **INSPECTION OF FACILITIES**

The Contractor shall visit the site of the proposed service, inspect the site, utilities, and equipment and particularly familiarize himself with the difficulties and restrictions regarding the execution of the proposed services. No additional allowance shall be granted to any contractor because of lack of knowledge of conditions.

## **INSURANCE**

The Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives or employees. The cost of such insurance shall be borne by the contractor. See specific requirements regarding insurance elsewhere in the RFP.

The insurance afforded by this policy shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits during the term of the solution.

## **LAWS**

The Contractor shall comply with all applicable laws, ordinances, and regulations of the local, state, and federal government in the performance of the solution.

The Contractor shall be responsible for strict compliance with all applicable local, state and federal laws concerning fair employment, minimum wage and equal opportunity practices.

## **LIENS**

The Contractor shall at all times keep the university free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, labor performed, or materials or equipment purchased) by the contractor pursuant to the terms of the solution. If any such lien shall at any time be filed against the university's premises in connection with the solution and the contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) calendar days after being notified of the filing of such lien, then the university may, without prejudice to any right or remedy available to the university, contact the surety or insurance company furnishing the performance and payment guarantee and demand the lien be removed or discharged (by payment or bond or otherwise). The contractor and its surety or insurance company shall be held liable for all costs and expenses (including attorney's fees) incurred by the university in resolving said lien.

## **NOTICES**

Any notice required under the solution shall be in writing and sent by registered or certified mail to the other party. Notification to the contractor shall be to the last known address on file with the university, unless otherwise amended in the solution. Notification to the university shall be to: University of Louisiana at Lafayette, Purchasing Office, P.O. Box 40197, Lafayette, LA 70504.

## **PERMITS AND LICENSES**

It shall be the responsibility of the successful Proposer to obtain and maintain current all licenses and permits required by Federal, State, and local governments and to make available to University personnel appropriate documentation of such current licenses, if necessary.

The Contractor shall agree to sign and maintain a non-disclosure agreement concerning any and all recordings, records, etc. as part of the monitoring contract.

## **PERSONNEL**

The Contractor agrees that, at all times, the employees of the contractor furnishing or performing services under the solution shall do so in a proper, workmanlike, and dignified manner.

The University reserves the right to require the contractor to remove any employee employed under the solution when the university deems it to be in the university's best interests.

## **PRE-LITIGATION RESOLUTION OF CONTROVERSIES**

- A. Solicitations and Awards

Any protest in connection with the solicitation or award of a solution shall be resolved in accordance with the provisions of Louisiana Revised Statute 39:1671.

- B. Solution and Breach of Solution Controversies  
Any unresolved controversy arising out of the solution shall be resolved in accordance with the provisions of Louisiana Revised Statute 39:1673.

## **PRESENCE ON UNIVERSITY PREMISES**

The Contractor agrees that all persons working for or on behalf of the contractor whose duties bring them upon the university's premises shall obey all university policies, police security measures and vehicle regulations that are established by the university and shall comply with the reasonable directives of its university representatives and Police Officers.

The Contractor agrees that all employees of the Contractor shall register their motor vehicles with the University Parking and Transit Department and that all employees will pay the current annual faculty/staff vehicle registration fee per vehicle, or required amount, should fees increase during the solution period. During the term of the registration, the employee shall be responsible for the payment of all traffic and parking fines assessed against the registered vehicle. However, in the event the employee fails to pay all recorded fines prior to the termination or expiration of employment or the solution, the contractor will then become responsible for payment of all fines assessed against the employee.

The Contractor shall be responsible for the acts of its agents and employees while on the University's premises. Accordingly, the contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the University's premises. The Contractor shall be responsible for all damages to persons or property caused by the Contractor or any of its agents or employees. The Contractor shall promptly repair, to the specifications of the University's Physical Plant Department, any damage that the Contractor, its agents or employees, may cause to the University's premises or equipment.

## **PUBLICITY**

The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that the Contractor is providing services to the University without the express written approval of the Contract Coordinator, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing the University on its routine client list for matters of reference.

## **SAFETY**

The Contractor, its agents and employees shall practice safe work habits, make safe use of chemicals, and handle safely equipment employed. In addition, the Contractor shall use equipment, signs, barriers, or other devices to protect persons or property, and shall avoid the usage of hazardous materials that are not essential to the performance of the solution.

## **SECURITY**

The University shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of the Contractor, employees or agents, which may be brought or stored on the University campus. The successful Proposer is responsible for control of keys or access cards issued by the University and the security of those areas for which and when they are used by the successful Proposer.

The successful Proposer is responsible for and will exercise maximum security control over all facilities where equipment is housed to prevent theft, vandalism, destruction or other damage to or removal by unauthorized persons of properties, facilities, equipment, supplies, inventory, files, and records.

The successful Proposer shall be responsible for immediately reporting all facts relating to losses incurred as a result of break-ins to the solution areas. The successful Proposer will utilize the University's Police Department for

incidences requiring law enforcement services. A list of employees of the successful Proposer who have keys or access cards to the facilities shall be submitted to the Chief of University Police.

The successful Proposer shall not hold the University responsible or liable for the pilferage, damage or theft of any equipment and inventory before, during or after the solution term. The University shall not be held liable for loss of inventory, equipment, etc., due to fire damage or loss due to heating or cooling malfunctions, weather, flooding, or other actions of which the University has no control.

The successful Proposer shall assume direct responsibility and liability for any damage, negligence or theft by any of its employees.

## **STANDARD OF PERFORMANCE**

The Contractor agrees to perform the services specified under the Solution with that standard of care, skill, and diligence normally provided by a professional organization in the performance of such services.

## **SUBCONTRACTORS**

The Contractor shall perform all of portions of the contract with subcontractors if they so choose as long as they are competent, licensed and insured.

## **SUPERVISION**

The Contractor shall provide, at all times, adequate and expert supervision for its agents and employees in the areas under the Solution.

## **SURRENDER OF PREMISES AND EQUIPMENT**

On termination or expiration of the Solution, the Contractor shall vacate all parts of the University's premises occupied by it and shall restore the premises to the University in the same condition as when originally made available to the Contractor, reasonable wear and use expected. Surrendered premises and equipment shall be left in a clean, orderly state satisfactory to the University.

## **SURVIVAL**

The terms, conditions and representations contained in the Solution shall survive the termination or expiration of the Solution.

## **TERMINATION**

If, because of reasons beyond the control of the university (e.g. fire, legislative funding), business operation in any or all of the facilities of the university are interrupted or stopped, then the university shall have the right to terminate or suspend the solution immediately by certified written notice without any penalty thereof.

The University may terminate the solution agreement at its convenience upon thirty (30) calendar days written notice at any time during the term of the solution. Any solution cancellation shall be served by registered or certified mail.

The Contractor may terminate the solution agreement at its convenience upon sixty (60) days written notice prior to the end of an academic semester (i.e. December 15<sup>th</sup> and May 15<sup>th</sup>). Any solution cancellation shall be served by registered or certified mail.

In the event, either party breaches any terms or conditions of the solution agreement, the aggrieved party shall give the other party at least ten (10) calendar days written notification of the alleged breach. The aggrieved party shall set forth the alleged breach and demand compliance with the solution. Unless within ten (10) calendar days after receiving such notice, the notified party has not contested such alleged breach or such breach has ceased or the notified party has made arrangements to correct the alleged breach, then the aggrieved party may terminate the solution, without prejudice to any right or remedy the aggrieved party may have, by giving ten (10) calendar days written notice. Any solution cancellation for cause shall be served by registered or certified mail.

Upon termination of this solution by the University of Louisiana at Lafayette prior to the end of the solution term for any reason other than cause, the University will reimburse the Contractor for the unamortized balance of its investment in facilities and equipment as of the date of the termination, provided these investments and the schedule for their amortization were approved in advance by the University. Any amounts due to the Contractor under this section shall be paid within sixty (60) days of the solution termination.

Upon termination of this solution by the Contractor prior to the end of the solution term for any reason other than cause, the University will receive the full value of the performance bond, Five Hundred Thousand Dollars (\$500,000).

## **UNIVERSITY PERSONNEL**

The University shall at all times have access to monitoring operations and be able to conduct inspections of facilities as deemed in the best interests of the university.

## **USE OF UNIVERSITY'S FACILITIES**

The Contractor, its agents and employees shall have the right to use only those facilities of the university that are necessary to perform services under the solution agreement and shall have no right of access to any other facility of the university without consent.

## **UTILITIES**

The University shall not be responsible for any loss or delay sustained by the interruption or failure of utilities for any cause whatsoever.

## **HUDSON/VETERAN SMALL ENTREPRENEURSHIP PROGRAM**

### **Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

#### Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurship to be utilized
  - the experience and qualifications of the certified small entrepreneurship(s)
  - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://www.prd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

## **INSURANCE REQUIREMENT**

Contractor shall procure and maintain for the duration of the solution insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid. This must be evidence by the successful Proposer providing the University with an original policy of Certificate of Insurance which shall provide that the policy shall not be canceled without ten (10) days prior written notice given to the University.

There will be a thirty (30) day written notice given to the University by the successful Proposer of any alterations or changes contemplated in any of the policies required by this Invitation for Proposal. All insurance must be in duly qualified companies acceptable to the University.

The minimum limits of the insurance coverage indicated are not to be construed to imply that the University will, in any way, be liable should the claims against the successful Proposer exceed these minimum prescribed insurance coverage limits. The University will, in no instance, be held responsible for any liability imposed on the successful Proposer arising from the operation of this solution.

The Contractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverage required by the solution to the University in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best's rating of A-: VI or higher. This rating requirement may be waived for workers' compensation coverage only.

- A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.  
The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the University.
- B. Comprehensive General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. "Claims Made" form is unacceptable. The "occurrence form" shall

not have a "sunset clause." The policies are to contain, or be endorsed to contain, that the university, its officers, officials, employees, boards and commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by and on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor.

- C. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this solution and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
- D. An Umbrella Policy may be used to meet minimum requirements. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the University.

Any deductibles or self-insured retentions must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

## **PERTINENT UNIVERSITY INFORMATION**

1. The University will reserve the right to request dismissal of any managerial or hourly personnel not performing the requirements of the solution or whose conduct is offensive to the university.
2. The Contractor will employ sufficient staff to efficiently operate the monitoring and maintenance portions of the contract and fulfill all related responsibilities.
3. Labor personnel utilized by the Contractor will be on its payroll and the Contractor will pay for all labor costs and fringe benefits, etc. The Contractor will pay management salaries and fringe benefits.
4. In the event of a Labor Union forming and resulting in solution negotiations, affecting the employees of the Contractor, the University shall not be involved or impacted in any manner.
5. Managers and/or supervisors shall attend all programs relating to the supervision, discipline, benefits, or other employee related programs deemed appropriate by the University's Human Resource Office.

## **LABOR AND WAGE REQUIREMENTS, EQUAL OPPORTUNITY COMPLIANCE**

Contractor agrees to comply with the provisions of the following employment regulations:

1. Title VI and VII of the Civil Rights Acts of 1964, as amended by the Equal Opportunity Act of 1972
2. Federal Executive Order 11246
3. Federal Rehabilitation Act of 1973 as amended
4. Vietnam Veterans Readjustment Act of 1974
5. Title IX of the Education Act
6. Age Act of 1972
7. Americans with Disabilities Act of 1990
8. Contractor agrees to NOT discriminate in its employment practices and will render service under this solution without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities, or sexual orientation.
9. The Contractor is responsible for withholding state and federal income taxes and unemployment insurance and shall provide Workers Compensation Insurance for his/her employees.
10. The Contractor will comply with all laws relating to OSHA regulations and employees such as wage and labor laws, safety and health requirements, and other applicable regulations.

## **EQUIPMENT**

1. Contractor shall assume responsibility for the maintenance of all university equipment while in service to the Lessor. At such time as equipment is deemed obsolete or not financially feasible to repair, contractor shall replace equipment at their expense. Ownership of equipment purchased by contractor shall remain with the contractor.
3. The Contractor is responsible for supplying all office equipment and furniture needed.
4. Vehicles are the responsibility of the contractor and are not included within this agreement.
5. University retains ownership to any university equipment within the campus security systems that was paid for with university funds.



6. Surplus, obsolete, or non-operation university equipment shall be requested by contractor for university disposition.
7. The Contractor is responsible for any lost or stolen university property with which they are entrusted.

#### **RESPONSIBILITIES OF THE UNIVERSITY**

1. The University will provide the Contractor with campus protection and security services currently available on campus, such as night patrol, door check, security consulting, call response, and law enforcement. However, university makes no warranty nor does it assume responsibility for any losses sustained.
2. The University operates its fiscal year July 1 – June 30.

#### **RESPONSIBILITIES OF THE CONTRACTOR**

1. All personnel of the Contractor must observe all university regulations to include, but not limited to, personal conduct, appearance, traffic, and parking, including the purchase of annual parking passes required of all employees.
2. The Contractor is responsible for all capital improvement equipment and associated supplies.
3. The Contractor is responsible for the care and maintenance of all security systems related equipment.
4. The Contractor is responsible for securing a Certificate of Authority to do business in the State of Louisiana pursuant to Louisiana R.S. 12:301 from the Secretary of the State of Louisiana.

### **PROPOSAL**

#### **I. THE PROPOSER**

##### **A. Credentials and Qualifications**

Each Proposer shall attach a profile of their company. This profile shall include, but is not limited to, the following information as of the RFP resolution date:

1. the year the company was formed;
2. total number of years of experience in Integrated Security Systems;
3. a list of the names of all owners of the company or officers of the corporation;
4. a plan for managing, supervising, and staffing the operation;
5. total number of University's being serviced by your company;
6. any other information the Proposer deems appropriate for consideration of their qualifications to perform the solution work;
7. audited financial statements from the previous two (2) years.

##### **B. References**

Each proposer shall list at least five (5) universities or colleges or other entities in which a solution of a similar scale as specified herein have been provided for within the last three (3) years. This list shall include the name of the university or company, address, telephone number, and contact person. List any institutions and/or company that have cancelled a solution within the past five (5) years for cause with the Proposer excluding solutions terminating due to scheduled expiration.

##### **E. Support of Academic Mission**

The University of Louisiana at Lafayette desires a positive business partner relationship with all companies who provide products and/or services to the University.

The University welcomes any offering by its business partners who would enhance the academic mission of the institution or the educational experience of its students. This might include: internships, employment opportunities, scholarships, speakers, artistic contributions, equipment, and other "non-cash" commitments.

#### **IV. PROPOSAL FORMAT**

- A. Organization
- B. Ease of Data Retrieval

#### **V. Evaluation of Proposals**

All proposals will be opened publicly and pertinent information recorded on the date stated above. To maintain confidentiality of all proposals, no other information will be revealed at the opening.

The proposal will be reviewed individually by staff members through an evaluation committee. The finalists may be requested to provide UL Lafayette an oral presentation and/or interview. The evaluation committee will review the RFP as well as any requested presentations and/or oral interviews to gather information that will assist the evaluation committee in making their recommendation.

A contract will be awarded on the basis of which proposal UL Lafayette deems best suited to fulfill the requirements of the RFP. UL Lafayette also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirements of this RFP.

UL Lafayette will be the sole judge as to the acceptability, for our purposes, of any and all proposals. Proposals will be evaluated according to the following evaluation criteria:

- |   |           |
|---|-----------|
| 1. <u>Overall Written Proposal</u>  | 25 Points |
| Responsiveness to the goals and objectives outlined in this RFP, proposed timeframe for beginning and completing the project, and measurable outcomes likely to be achieved.  |           |
| 2. <u>Relevant Experience</u>   | 20 Points |
| Qualifications and successes of the firm, including similar projects and references with names and phone numbers of contact persons.  |           |
| 3. <u>Personnel</u>   | 20 Points |
| Experience and number of the principal(s) and team members assigned to this project, including resumes on key personnel.<br>Key personnel of successful contractor assigned to the project cannot be replaced without the prior approval of UL Lafayette. |           |
| 4. <u>Cost</u>  | 25 Points |
| Overall cost and pricing structure for all expenses as well as the finance plan.  |           |
| 5. <u>Hudson/Veteran Small Entrepreneurship Program</u>   | 10 Points |

**THE UNIVERSITY OF LOUISIANA AT LAFAYETTE**

**PROPOSAL RESPONSE FORM**

Name of Proposer: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

**SCOPE OF SOLUTION:**           **Expansion, Integration, Maintenance and Monitoring of Security Systems**

**INITIAL SOLUTION TERM:**   \_\_\_\_, 2012, or shortly thereafter, to \_\_\_\_, 2013

**ADDENDA:**    I/we do hereby acknowledge receipt of the following addenda (if any):

No. \_\_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_\_ Dated \_\_\_\_\_

Whoever knowingly and willfully makes false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 USC Section 1001.

**PROPOSAL GUARANTEE:**

Attached is:

\_\_\_\_ a proposal bond in the amount of \$12,500.00 \* or \*

\_\_\_\_ a certified check \* or \*

\_\_\_\_ cashier's check in the amount of \$12,500.00.

**PERFORMANCE AND PAYMENT BOND:**

Proposer to list the name, address (street/city/state/zip) & telephone number of the Louisiana licensed surety that shall be used to furnish the required bond if selected the successful proposer:

Surety: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Agent Company: \_\_\_\_\_ Telephone: \_\_\_\_\_

**SIGNATURE CONSTITUTES ACCEPTANCE:** Signature to this proposal form shall be construed as acceptance of the RFP in its entirety.

**AUTHORIZED OFFICER:** \_\_\_\_\_

(Signature)

(Print or Type Name)

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NOTE:** If the Proposer is a corporation, the individual signing this Proposal Response Form shall provide, and be included with the Proposal, legal evidence of his/her authority to sign on behalf of the corporation.

## PROPOSAL RESPONSE FORM CONTINUED

This form is to be completed in its entirety and submitted with the response form(s). Failure to complete or return the form with the other response form(s) may cause rejection of the response without further consideration.

### INSURANCE COVERAGE TO BE PROVIDED BY PROPOSER

Proposer to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if selected the successful proposer.

#### WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY.....STATUTORY MINIMUM COVERAGE

Name of Insurer: \_\_\_\_\_  
(Not the Agent Company)

Insurer's Address: \_\_\_\_\_

Check Insurer's A.M. Best Rating: ☐ A Level / ☐ B, C, D, E, F Level

Check Best Financial Size Category Rating: ☐ VI or Greater; ☐ V or Less

If Not A.M. Best Rated -State Type of Insurer:

Agent Company: \_\_\_\_\_ Telephone No: \_\_\_\_\_  
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#### COMMERCIAL GENERAL LIABILITY.....\$2,000,000 MINIMUM COVERAGE

Name of Insurer: \_\_\_\_\_  
(Not the Agent Company)

Insurer's Address: \_\_\_\_\_

Check Insurer's A.M. Best Rating: ☐ A Level ☐ B, C, D, E, F Level

Check Best Financial Size Category Rating: ☐ VI or Greater; ☐ V or Less

Agent Company: \_\_\_\_\_ Telephone No: \_\_\_\_\_  
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#### AUTOMOBILE LIABILITY.....\$1,000,000 MINIMUM COVERAGE

Name of Insurer: \_\_\_\_\_  
(Not the Agent Company)

Insurer's Address: \_\_\_\_\_

Check Insurer's A.M. Best Rating: ☐ A Level / ☐ B, C, D, E, F Level

Check Best Financial Size Category Rating: ☐ VI or Greater; ☐ V or Less

Agent Company: \_\_\_\_\_ Telephone No: \_\_\_\_\_

The successful Proposer shall be required to execute the below Indemnification Agreement as part of the RFP Requirements.

### INDEMNIFICATION AGREEMENT

The LESEE agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards, and Commissions, its officers, agents, servants, and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of CONTRACTOR, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by CONTRACTOR as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

\_\_\_\_\_  
Accepted by

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Accepted

Is Certificate of Insurance Attached? ☐ Yes ☐ No

Solution No. \_\_\_\_\_ for the University of Louisiana at Lafayette  
State Agency Name

PURPOSE OF SOLUTION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_